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#### **Contract Database Metadata Elements**

Title: **Malverne Union Free School District and Teacher Aides and Teaching Assistants Unit, Malverne Association of Educational Support Personnel (1997)**

Employer Name: **Malverne Union Free School District**

Union: **Teacher Aides and Teaching Assistants Unit, Malverne Association of Educational Support Personnel**

Local:

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Malverne Ufsd And Malverne Assn  
Educ Support (Aides)

362 SD  
11220 TAS

AGREEMENT

-between-

MALVERNE UNION FREE SCHOOL DISTRICT

-and-

THE MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL  
TEACHER AIDES AND TEACHING ASSISTANTS UNIT

JULY 1, 1997 -- JUNE 30, 2000

NY'S PUBLIC EMPLOYMENT RELATIONS BOARD  
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CONCILIATION

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AGREEMENT entered into by and between the MALVERNE UNION FREE SCHOOL (herein referred to as the "District") and the MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL, TEACHER AIDES AND TEACHING ASSISTANTS UNIT, (herein referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION, NO-STRIKE PLEDGE, DUES DEDUCTIONS

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the unit hereinafter described. Such recognition shall be for the allowable period under the provisions of the Taylor Law: all teacher aides and teaching assistants employed by the District and excluding all other employees.

B. No-Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees to comply with the provisions of the Taylor Law prohibiting strikes as said Law is now in effect or may be hereafter amended.

C. Dues Deductions: Members of the unit may at any time sign and deliver to the District an assignment authorizing deduction of membership dues and assessments of the Association, NYSUT/AFT.

The amount of such deduction from each regular paycheck shall be indicated to the District by the Association and the District agrees promptly to remit to the Association all monies so deducted, accompanied by a list of members of the unit from whom the deductions have been made, indicating the total amount deducted.

Deductions from the paychecks shall, if authorized, be made in twenty (20) or twenty-four (24) equal payments as designated by the employee.

D. Agency Fee:

1. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) per cent of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought

which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the New York State United Teachers and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

## ARTICLE II. WORKERS' COMPENSATION INSURANCE

All employees are covered by Workers' Compensation Insurance.

Employees must report all accidents immediately and file a report of the accident in the Central Office. When an employee makes a visit to the doctor, he/she should also notify him/her that it is a compensation injury, so that there will be no charge to the employee by the doctor.

## ARTICLE III. LEAVES OF ABSENCE

A. If an employee is unavoidably detained from work on account of illness or other emergency, such employee is required to notify his/her immediate supervisor to explain his/her absence and its probable duration.

### B. Personal Leave:

#### 1. Teacher Aides

Absence up to two (2) days during any school year may be excused by the immediate supervisor for personal leave for the purpose of transacting or attending to personal matters which require absence during the regular workday and are of a nature that it is impossible to schedule such activities

during times other than the workday. Such personal leave shall be granted for:

- a. college graduation of a son or daughter;
- b. compulsory religious observance (maximum 3 days per year);
- c. required appearance in court (except that employee is not expected to take full day off for short court appearance);
- d. legal matters requiring attention which can only be cared for during hours when employee is on duty;
- e. transporting son or daughter to or from college.

Personal leave days may not be accumulated.

There may be other reasons not included in the above list. All such personal absences must be excused by the immediate supervisor. They are not automatic. Requests to be excused must be made in writing, in advance, if possible, or immediately upon return, so that a proper determination can be made.

One request for a personal leave day may indicate that it is for a confidential reason.

There shall be a salary deduction for absences not excused.

2. Teaching Assistants: Teaching assistants may be granted personal days at the discretion of their building principal.

C. Sick Leave: Employees are entitled to one (1) day of sick leave per month, which may be accumulated up to a maximum of one hundred eighty (180) days. Sick leave is for personal illness or illness in the family. For absences beyond sick leave

accumulated, a deduction of 1/260th of the annual salary shall be made for each day's absence for 12-month employees; 1/238th for 11-month employees; and 1/216th for 10-month employees at the end of the fiscal year.

The total number of sick days for each school year shall be credited to the account of each employee on September 1. In the event an employee leaves during the year and has used more sick leave than earned, such leave shall be deducted from the final check or repaid to the school district.

Teachers aides shall be covered under Section 41-j of the Retirement and Social Security Law granting allowance for retirement purposes of accumulated sick leave at the time of retirement. Teaching assistants shall be covered by the New York State Teachers Retirement System.

D. Bereavement Leave: All employees covered by this Agreement shall be allowed up to five (5) days leave of absence with full pay for each death in the immediate family. Immediate family shall be defined as spouse, mother, father, sister, brother, grandparents or grandchildren, and children or other relative residing in the same household as the employee. Bereavement leave for the death of relatives other than those in the immediate family may be granted at the discretion of the Superintendent.

E. Unpaid Leave of Absence: Upon application, unit members may be granted a leave of absence without pay for a period not to exceed one (1) year. The granting of such leave is



solely within the discretion of the District and is not subject to the grievance procedure.

#### ARTICLE IV. MEDICAL EXAMINATION

The District may require all new employees to submit evidence of medical examination. Each employee shall have an annual physical examination.

The costs of medical examinations prescribed by the District, and generally required by it, of the staff shall be borne by the District, if performed by designated school physicians.

#### ARTICLE V. INSURANCE PROTECTION

The insurance coverage available and the District's percentage contributions to the premiums therefor are as follows:

A. Health insurance shall be available for all employees. Employees may choose from HIP, GHI or Statewide plans. The District agrees to pay an amount equal to 90% of premium for employees enrolled for individual coverage and 85% of premium for employees enrolled for family coverage, based on Statewide premiums.

If during the life of this contract a health insurance plan becomes available which provides benefits substantially equal to the New York State Health Insurance Plan, at a lower cost, the parties agree to negotiate in good faith on the possible substitution of such plan.

Members of the unit hired on or after July 1, 1984, shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse. In determining whether a spouse's plan is comparable, a unit member's particular circumstances shall be a factor.

Members of the unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the life of this Agreement shall receive \$500 if they were receiving family coverage and \$250 if they were receiving individual coverage, provided they remain uncovered for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period.

Nothing contained herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve-month period, no payments shall be made hereunder. Reentry after the twelve (12) months has elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

B. Group Life Insurance amounting to \$25,000 shall be available for all employees. The District's share shall be variable based upon paid salary, but not to exceed 75% of the premium.

C. Disability Insurance:

1. Teacher aides shall be covered by the Disability Insurance Provision of the Malverne Association of Educational Support Personnel, Clerical Unit.

2. Teaching assistants shall be covered by the existing long-term disability insurance plan available to teachers in the District. The District shall pay seventy-five percent (75%) of the premium.

D. Effective September 1, 1995, all full-time teacher aides and teacher assistants shall be eligible to receive the existing Dental/Vision plan available to the clerical and teacher units. The District's contribution for this benefit shall be the same contribution level spelled out in the contract between the District and the Malverne Teachers Association.

ARTICLE VI. IN-SERVICE TRAINING

Employees who successfully complete a job related in-service course (ten (10) hours) shall be paid a one-time cash bonus of \$50. To be eligible for such payment, the course must be approved in advance by the Supervisor of Facilities and Support Services.

ARTICLE VII. AFTER SCHOOL SUPERVISION

A. Employees who participate in the supervision of after school activities will be compensated at the rate of \$10 per hour for activities that start before 5 p.m.

B. Employees who participate in the supervision of after school activities will be compensated at the rate of \$15 per hour for activities that start after 5 p.m. or when school is not in session.

ARTICLE VIII. SALARIES, LONGEVITY

A. Employees shall be paid according to the Salary Schedules annexed hereto.<sup>1</sup> A longevity payment of \$200 shall be added to an employees salary after 20 years of employment.

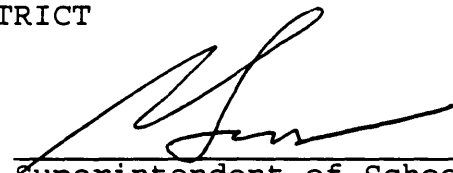
ARTICLE IX. TAYLOR LAW NOTICE - 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 26 day of March, 1998.

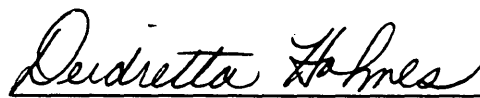
MALVERNE UNION FREE SCHOOL  
DISTRICT

By:

  
Superintendent of Schools

MALVERNE ASSOCIATION OF  
EDUCATIONAL SUPPORT PERSONNEL

By:

  
President

<sup>1</sup> In determining the step of salary schedule which is appropriate for particular employees, it is to be assumed the employee did not advance a step for the 1985-1986 or 1986-1987 school years.

TEACHER AIDES SALARY SCHEDULE<sup>2</sup>

<u>STEP</u>	<u>1997/98</u>	<u>1998/99</u>	<u>1999/2000</u>
1	13,787	14,270	14,698
2	13,963	14,452	14,886
3	14,138	14,633	15,072
4	14,311	14,812	15,256
5	14,485	14,992	15,442
6	14,659	15,172	15,627
7	14,837	15,356	15,817
8	15,010	15,535	16,001
9	15,184	15,715	16,186
10	15,355	15,892	16,369
11	15,534	16,078	16,560
12	15,706	16,256	16,744
13	15,880	16,436	16,929
14	16,054	16,616	17,114
15	16,233	16,801	17,305
16	16,404	16,978	17,487
17	16,579	17,159	17,674
18	16,755	17,341	17,861
19	16,893	17,484	18,009

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<sup>2</sup> Part-time teacher aides shall be paid an hourly rate determined as a prorated basis of the yearly salary set forth above but shall not be entitled to any other benefits provided in the Agreement.

TEACHER ASSISTANTS SALARY SCHEDULE

	<u>1997/98</u>	<u>1998/99</u>	<u>1999/2000</u>
HTH Assistant	27,018	27,964	28,802
HS Assistant	27,018	27,964	28,802
HS Library Asst.	22,187	22,964	23,653
HS Assistant to Asst. Principal	43,198	44,710	46,051